



MetroTex Association of REALTORS®
 8201 N. Stemmons Freeway Dallas, Texas 75247
 Phone: 214-637-6660 Fax: 214-637-5951
 or
 1681 W. Northwest Hwy. Grapevine, TX 76051
 Phone: 817-796-5400 Fax: 817-796-5421
<http://www.dfwrealtors.com>

2010

**Qualifications for Candidacy for
 Non-Designated REALTOR® Membership**
 (For use by sales licensees, broker associates and appraisers)

Salesman/Non-Principal Broker: For primary board membership: ACTIVE Texas Real Estate Salesman license, Broker license or Certified Appraiser License must be held by a Broker or State Certified Appraiser who is a Primary or Secondary Designated REALTOR® member of MetroTex.

PLEASE NOTE: PORTIONS OF THIS APPLICATION REQUIRE THE DESIGNATED REALTOR® (or authorized signatory) SIGNATURE. APPLICATIONS AND REQUESTS FOR SERVICES CANNOT BE PROCESSED WITHOUT THE MANDATORY SIGNATURE.

Application Fee: \$100.00. *Application fee must be included and attached for Membership consideration.*

If for any reason you withdraw your application prior to the first course offering after processing begins, there will be an administrative charge deducted from your application fee, \$35.00 plus Association expenses. If the application is withdrawn after the first course offering, no refund will be made.

Non-Designated REALTOR® (Salesman/Non-Principal Broker) applicants may have temporary Association services (Keycard & Keybox services) and/or MLS services prior to attending the new member orientation if the Designated REALTOR® (principal broker for the firm) is already a full Member. Temporary MLS services are contingent upon completion of the mandatory training course.

ANNUAL DUES

**Annual dues are payable at the time the application is submitted.
 Once annual dues are paid no refunds will be made.**

<u>If you activate your license:</u>	<u>MTAR</u>	<u>TAR</u>	<u>NAR</u>	<u>TAR IMPAC</u>	<u>TAR LEGAL</u>	<u>NAR ASSES</u>	<u>YOUR 2010 DUES WILL BE</u>
January, 2010	\$117.00	\$97.00	\$80.00	\$5.00	\$5.00	\$35.00	\$339.00
February, 2010	\$107.25	\$88.91	\$73.33	\$5.00	\$5.00	\$35.00	\$314.49
March, 2010	\$97.50	\$80.82	\$66.67	\$5.00	\$5.00	\$35.00	\$289.99
April, 2010	\$87.75	\$72.73	\$60.00	\$5.00	\$5.00	\$35.00	\$265.48
May, 2010	\$78.00	\$64.64	\$53.33	\$5.00	\$5.00	\$35.00	\$240.97
June, 2010	\$68.25	\$56.55	\$46.67	\$5.00	\$5.00	\$35.00	\$216.47
July, 2010	\$58.50	\$48.46	\$40.00	\$5.00	\$5.00	\$35.00	\$191.96
August, 2010	\$48.75	\$40.37	\$33.33	\$5.00	\$5.00	\$35.00	\$167.45
September, 2010	\$39.00	\$32.28	\$26.67	\$5.00	\$5.00	\$35.00	\$142.95
October, 2010	\$29.25	\$24.19	\$20.00	\$5.00	\$5.00	\$35.00	\$118.44*
November, 2010	\$19.50	\$16.10	\$13.33	\$5.00	\$5.00	\$35.00	\$93.93*
December, 2010	\$9.75	\$8.01	\$6.67	\$5.00	\$5.00	\$35.00	\$69.43*

*In addition to the above fees, any member joining after September 30, 2010 will also be required to pay 2011 annual dues in the amount of \$339.00 at the time their application is submitted. The two \$5.00 TAR assessments fund the state issues mobilization fund and the legal defense fund. The \$35 NAR assessment funds a nationwide public awareness campaign that includes network and cable ads highlighting the value a REALTOR® brings to a transaction and stressing the importance of using a REALTOR®.

MANDATORY ORIENTATION REGISTRATION & MLS TRAINING INFORMATION

All REALTOR® applicants will be required to attend an orientation within 60 days of your join date. The cost of the course is included in your application fee. Board services are subject to the successful completion of this course. Additionally, MLS services are contingent upon completion of a separate hands on training course (3 hrs in length). The MLS training course can be completed online, or in a computer lab environment. You are responsible for registering for the training. (See bottom of page for options).

Time: New Member Orientation is held from 8:30 AM to 1:00 PM. Continental breakfast is served at 8:15AM. Reservations are on a first come first serve basis. If you have made a reservation and find you are unable to attend, contact the MEMBERSHIP DEPARTMENT (Dallas: 214-540-2745 or Grapevine: 817-796-5400) at least two days prior to the course for cancellation. If you have made a reservation and do not attend or cancel your reservation, a cancellation fee of \$10.00 will be charged.

Location: Dallas: Training Room 1 (Second Floor) for Orientation, Computer Lab (Second Floor) for MLS Training
8201 N. Stemmons Freeway Dallas, TX 75247. Located on the West service road of Highway 35E between the Empire Central and Mockingbird Exits.

Grapevine: Conference Room. 1681 W. Northwest Highway Grapevine, TX 76051

2010 Schedule:	DALLAS	GRAPEVINE
Jan 9 Sat.	May 15 Sat.	Sept 21 Tue.
Feb 16 Tue.	Jun 15 Tue.	Oct. 16 Sat.
Mar 13 Sat.	Jul 17 Sat.	Nov 16 Tue.
Apr 20 Tue.	Aug 17 Tue.	Dec 14 Tue.
		Jan 7 Thur.
		Jul 8 Thur.
		Feb 4 Thur.
		Aug 5 Thur.
		Mar 4 Thur.
		Sept 2 Thur.
		Apr 1 Thur.
		Oct 7 Thur.
		May 20 Thur.
		Nov 4 Thur.
		Jun 3 Thur.
		Dec 2 Thur.

NEW MEMBER ORIENTATION REGISTRATION

Date _____

Check this box if you are rescheduling

LAST NAME

FIRST NAME

COMPANY NAME

OFFICE ADDRESS

CITY

ZIP

OFFICE PHONE

EMAIL: _____

*PLEASE PROVIDE YOUR EMAIL ADDRESS SO THAT WE MAY SEND YOU AN EMAIL CONFIRMING YOUR RESERVATION

I PLAN TO ATTEND THE (MONTH) _____ (DAY) _____ (YEAR) _____
ORIENTATION AT THE _____ DALLAS _____ GRAPEVINE TRAINING CENTER.

*If this session is full, you will be contacted by MetroTex to choose an alternate date.

*MLS TRAINING COURSES ARE SCHEDULED REGULARLY THROUGHTOUT THE MONTH. YOU MUST REGISTER IN ADVANCE FOR THE HANDS ON TRAINING, AFTER YOU HAVE APPLIED FOR MEMBERSHIP. CONTACT THE MLS DEPARTMENT AT 214-540-2755 TO REGISTER – BE PREPARED TO GIVE YOUR MEMBER NUMBER.

IF YOU PREFER TO TAKE THE MLS TRAINING ONLINE, THE INSTRUCTIONS FOR ONLINE TRAINING ARE AVAILABLE AT
http://www.mydfwrealtors.com/member_services/pdf/NTREISOnlineTrainingProcedures.pdf

FAX TO ATTENTION: Membership: 214-637-5951 (Dallas) or 817-796-5421 (Grapevine)



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2010

MetroTex USE ONLY		
DATE	_____	
MEM #	_____	
FIRM #	_____	
BY	_____	
Cash	Check	CC

**APPLICATION AND AGREEMENT FOR
 (NON-DESIGNATED) REALTOR® MEMBERSHIP**
 (Broker Associate and/or Sales Associate)

THIS APPLICATION MUST BE FULLY COMPLETED AND LEGIBLE

ATTACH: APPLICATION FEE OF \$100.00, MEMBERSHIP DUES, PHOTOCOPY OF REAL ESTATE LICENSE

- Name of Applicant: _____
 Mr./Mrs./Ms. (First) (Middle) (Last) (Nickname for MLS)
 (State Name Exactly as it appears on your real estate license)
- Name of Real Estate Firm: _____
- Name of Sponsoring Broker: _____
- Office Address: _____
 City: _____ State: _____ Zip: _____ Phone: _____
- Applicant's Residence Address: _____
 City: _____ State: _____ Zip: _____ Web Page: _____
- Check here if you wish to receive MetroTex mailings at your home address. (All bills will be sent via email to your email address.)
- Please complete all that apply and check ONE box to indicate the number that will be listed as your main contact number.
 Home phone #: (____) _____ Voice Mail #:(____) _____ Mobile Phone #:(____) _____
 Personal Fax #:(____) _____ (If you wish to receive faxes at your personal fax number and not the office fax.)
- E-mail Address* _____ / / _____
 *Required for Keycard, MLS and Annual Dues Billing Date of Birth
- Race/Ethnicity: African American Asian American Indian or Alaskan Native Hispanic or Latino
 Native Hawaii or Pacific Islander White or Caucasian
 Answer to question 9 is optional. Failure to check a box has no adverse effect.
- Texas Real Estate License Number: _____ Expiration Date: _____
- Will the MetroTex Association of REALTORS® be your primary Association/Board? Yes No
 If No, list Primary Association/Board name: _____
- Have you paid current year TAR and NAR dues to another Association/Board? Yes No
 If yes, state name of Association/Board _____
- Do you now, or have you ever held membership in another Association /Board? Yes No
 If yes, state name of Association/Board _____
- Do you have any unpaid financial obligation to any other association or association MLS? Yes No

15. Have there been any official sanctions against you or of your real estate license by a governmental agency or court of law within the last three years? Yes No If yes, describe the nature of each sanction, the agency or court issuing such sanction, and current status or resolution of such complaint. [Attach separate sheet(s) if necessary.]
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16. Within the past three years, have you been involved in any pending or recent bankruptcy or insolvency proceedings or adjudged bankrupt? Yes No If yes, describe the nature of such proceedings, including the case number, court, and date of such proceedings. [Attach separate sheet(s) if necessary.]
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17. I do hereby request and authorize any person or persons to furnish any information and to answer all questions asked concerning my credit worthiness or moral character in connection with this application.

I hereby apply for Non-Designated REALTOR® Membership in the MetroTex Association of REALTORS®, Inc., ("MetroTex"). I certify that I hold a current, valid Texas real estate license and that I am actively engaged in the real estate business. I agree as a condition of my membership to complete the indoctrination courses(s) as prescribed by MetroTex. On my own initiative I will thoroughly familiarize myself with the Code of Ethics of the National Association of REALTORS®, Bylaws and Rules and Regulations, from time to time in effect, of MetroTex, the Texas Association of REALTORS® and the National Association of REALTORS®; and will also familiarize myself with my mandatory duty to arbitrate business disputes with other REALTORS® in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. I agree that my act of paying dues shall evidence my initial and continuing commitment to abide by the aforementioned Code of Ethics, Constitutions, Bylaws, Rules and Regulations and duty to arbitrate, all as from time to time amended, revised, supplemented or altered. I acknowledge and confirm that the Bylaws of MetroTex provides that I am required to arbitrate and I do hereby irrevocably agree to arbitrate, any dispute or controversy hereafter arising between me and one or more members of MetroTex in accordance with the rules and regulations governing such arbitration, from time to time in effect as adopted by MetroTex or its Board of Directors. I consent and authorize MetroTex to invite and receive information and comment about me from any member or other person and I agree that any information and comment furnished to MetroTex by any member or person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel, or defamation of character. I agree that my membership in MetroTex and/or the MLS will authorize me unlimited access to the MLS database and to personal information of other members of MetroTex. Accordingly, I especially promise to use such access and information only in pursuit of my real estate activities within the scope of my license and not to utilize such access or information for commercial ventures or endeavors that are not within the scope of my license.

I agree, if my membership is approved as a (Non-Designated) REALTOR® of MetroTex, I will pay the prescribed dues and fees in accordance with the Bylaws of the Association, from time to time in effect. By signing this application, the undersigned sponsoring broker or other authorized signatory acknowledges responsibility for all financial obligations incurred by the Applicant, so long as the Applicant is affiliated with my firm for dues, fees, keybox lease access fees, MLS fees, and other expenses regularly billed by MetroTex to a sponsoring broker for Association services.

I acknowledge that if accepted as a member and I subsequently resign and/or am expelled from membership in MetroTex with an unpaid financial obligation, an ethics complaint or arbitration request pending, the Board of Directors of MetroTex may condition renewal of membership upon payment of the financial obligation owed, my verification that I will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if I resign or am expelled from membership without having complied with an award in arbitration, the said Board of Directors may condition renewal of my membership upon my payment of the award, plus any costs that have previously been established as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied.

If this application is withdrawn prior to the first available orientation, a \$35.00 processing fee will be deducted from the \$100.00 application fee before a refund is made. If a withdrawal request is made after the first available orientation, no refund will be made of dues or application fee. All requests for withdrawals and/or refunds of application fees must be made in writing by the applicant.

IMPORTANT ORIENTATION NOTICE:

1. All REALTOR® member applicants are *required* to attend Orientation *within 60 days or one of the next two scheduled Orientations.*
2. If an applicant fails to meet this requirement, he/she *forfeits* the \$100.00 application fee and any Association services being rendered will be *terminated.*
3. In order to obtain membership again, the applicant must *repay* \$50.00 of the application fee and attend the next Orientation being offered.

(Applicant's Signature)

(Date)

(Sponsoring Broker OR AUTHORIZED SIGNATURE) *REQUIRED

(Date)

****THIS SECTION MUST BE COMPLETED BY THE SPONSORING BROKER OR AUTHORIZED SIGNATORY****

*MLS ACCESS LEVEL: Agent/Load Agent/No Load Office Staff Personal Assistant (requires Assigned Agent ID) _____
ONLY COMPLETE IF APPLICABLE (Default MLS Access Level is Agent/Load if not specified)

Visa MasterCard Discover American Express

Amount: _____ Expiration: _____

Card #: _____ Code: _____ Signature: _____

Be sure to include the 3 or 4 digit security code found on your credit card

The following price sheet is for MLS and/or Keycard services. The forms necessary to activate these services are included for your convenience.

If your office receives MLS services from GMMLS, you will be required to pay MLS quarterly fees at the time you submit your application.



GREATER METRO MULTIPLE LISTING SERVICE
(THE MLS PROVIDER OF THE METROTEX ASSOCIATION OF REALTORS®, INC.)

3rd QUARTER 2010 (Pricing Subject to Change)	REALTOR® PRICE	NON-MEMBER BROKER AND NON-MEMBER PRICE
PARTICIPATION FEE <i>This is a one time fee as long as membership is maintained. Only the MLS participant pays the participation fee. Non-principals subscribe through the MLS participant. To be the participant you must possess an active TX Brokers license or Texas State Certified Appraisal Certificate, cannot be involved in a current bankruptcy and agree to attend the orientation course.</i>	\$250.00-1 time fee	\$375.00-1 time fee
SUBSCRIBER FEES <i>Subscriber fees are per licensee, paid quarterly. Fees fluctuate each quarter-based on the overall number of subscribers to the MLS system. Subscriber fees for all users are billed via email to each individual MLS subscriber and are due 30 days from the invoice date. Make sure you provide a valid email address to our membership department. MLS refunds are not made after the quarter begins.</i>	\$106.00-quarterly	\$159.00-quarterly
MLS ACCESS: <i>Mandatory training is required in order to receive your login ID and password. You may choose to access the MLS Information for the North Texas Real Estate Information Services, Inc. (NTREIS) via any or all of the following options:</i> NTREIS Listings: <i>(Windows® 98, 2000, XP or Mac OS 9.2): This class can be taken online, or in our computer lab. You can register online for the hands on training at www.gdar.com</i> NTREIS LMPPro: <i>Distributed database software, allows for timed downloads of MLS data. Includes mapping, CMAs, contact database, a custom report writer and much more!</i> NTREIS Remote: <i>Continuous access to the MLS through your handheld (PDA) device</i>	No Charge No Charge No Charge	No Charge No Charge No Charge
COMPARABLE DATA: <i>CURRENT ACTIVE LISTINGS ARE NOT AVAILABLE ON THIS TYPE OF SERVICE. . Comparable Data and the Tax Data services are MLS Services. You may subscribe to the MLS to obtain Comparable and Tax Service by attending mandatory training. Access options are the same as listed above; this serves as an option for affiliate members of the Association</i>		
On-Line Sold Listings and Tax Data (for Affiliate Members)	\$106.00-quarterly	\$159.00-quarterly
ASSOCIATION SERVICES		
1 SUPRA SERVICES 2 REALTOR®/Affiliate Member of Participating Associations Display Key (refunds are made on a quarterly basis) ; OR Ekey Basic (requires Supra approved SmartPhone device); OR Ekey Professional (requires Supra approved SmartPhone device) Electronic iBox REALTOR®/Affiliate Members of NON Participating Associations Display Key (refunds are made on a quarterly basis) ; OR Ekey Basic (requires Supra approved SmartPhone device); OR Ekey Professional (requires Supra approved SmartPhone device) Electronic iBox <i>(If you do not have a keycard through MetroTex, KeyboxReports will not be available to you)</i>	\$100.00 setup+annual fee of \$184.03 \$100.00 setup+annual fee of \$194.85 \$100.00 setup+ monthly fee of \$33.85 \$96.34 ea.(tax included)	3 Not eligible for Service 3 Not eligible for Service 3 Not eligible for Service 3 Not eligible for Service

¹ Supra services are Association services. \$50.00 of the keycard activation fee will be refunded upon return of your KeyCard, subject to account status and condition of the equipment.
² Participating Associations are: MetroTex, Greater Lewisville, Stephenville and Navarro County Associations of REALTORS®. KeyCard access fees are billed separately based on a July 1 through June 30 service year. Fees are prorated monthly when service begins, and refunds are calculated on a quarterly basis from date of termination of service.
³ Service indicated is only available to REALTOR® members. REALTOR® pricing applies to all REALTOR® members of an Association or Board.

[PRICING SUBJECT TO CHANGE]



Pre-Authorized Payment Agreement

Fax Completed Form To:
214-637-5951

<u>For Office Use Only</u>
M# _____
Date Entered ___/___/___

The following account information is to be used for:

Name _____ Real Estate License # _____
(Please Print)

- Please enroll me in the Automatic Debit Service
- Please update my: Selections AND/OR Credit Card/Bank Account Information
- Please cancel my enrollment in this service: Signature _____

Please select the items below that you are requesting to be included in this service:

- Enroll me in all four of the items described below.**
- Annual Voluntary TREPAC Contribution of \$35** (Fair Share) or \$ _____
- Quarterly MLS Subscriber Fees** and applicable tax.
(Debited quarterly in advance on the following dates: 2/28, 5/31, 8/31, and 11/30)
- Annual Keycard Fees** and applicable tax.
(dKey & eKey Basic debited annually 5/31, OR eKey Professional debited monthly)
- Annual Board Dues** (includes local, state, and national association dues)
(Debited Annually 10/31)

Option #1 - Charge My Credit Card

VISA MasterCard AMEX Discover

Account Number: _____ Expiration Date ___/___

Name: _____ Signature: _____ Date: ___/___
(Please print name exactly as it appears on your credit card)

Option #2 Debit My Checking/Savings Account

Checking Account (attach a copy of a VOIDED Check)

Savings Account (Attach a copy of a deposit slip)

Bank Name: _____ Branch _____

City: _____ State: _____ Zip: _____

Name: _____ Signature: _____ Date: ___/___
(Please print name exactly as it appears on your account)

I authorize dfwREALTORS.com – MetroTex Association of Realtors to keep my signature on file and to charge my VISA/MasterCard/American Express/Discover, or debit my checking/savings account for the fees selected above on an ongoing basis. I understand that this voluntary form is valid as long as I am a member of dfwREALTORS.com - MetroTex Association of Realtors, or until I cancel this voluntary authorization with written notice to dfwREALTORS.com – MetroTex Association of Realtors. To prevent service interruption and reinstatement fees, please notify dfwREALTORS.com – MetroTex Association of Realtors of ANY CHANGE in your VISA/MasterCard/American Express/Discover, or Checking/Savings account. All fees & charges are non-refundable. **ALL CHANGES MUST BE SUBMITTED IN WRITING ON THIS FORM.**

MEMBER# _____

FIRM # _____

DisplayKEY Sub-Lease Agreement

This Sub-Lease Agreement ("Lease") is entered as of _____, 200_, by and between _____ ("Keyholder"), and METROTEX KEY SERVICES, INC., a Texas corporation, an affiliate of METROTEX ASSOCIATION OF REALTORS, INC. ("Organization") covering the following equipment:

DisplayKEY Serial # _____ Cradle Serial # _____

Keyholder and Organization agree as follows:

1. LEASE AGREEMENT

a. Organization leases to Keyholder, and Keyholder leases from Organization, the equipment described above (which may be new or refurbished), which includes the DisplayKEY and the DisplayKEY Cradle (collectively the "Equipment."). In addition, Organization grants to Keyholder (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which Organization licenses from GE Security, Inc. ("GE"), which is necessary for the use and operation of the Equipment (the "Network") for the Term (as defined in Section 1(b) below) and (ii) a limited, non-exclusive, nontransferable sub-license to use the software Organization licenses from GE (the "Software") for the Term. The Equipment, Software and Network are collectively referred to herein as the "Service." The Service is more fully described in the User's Guide's published by GE, which will be provided to Keyholder and is incorporated herein by reference.

b. Keyholder must be (i) a member in good standing of Organization or of a Texas real estate association, and (a) hold a valid real estate broker license or (b) an independent contractor affiliated with a real estate broker and hold a valid real estate agent license, or (c) in the employ of a real estate broker and has been authorized by such broker to use the Products, software and services, or (ii) an affiliate member of Organization or of a Texas real estate association within the service area of the North Texas Real Estate Information Systems (NTREIS).

c. This Lease shall commence on the date set forth above and automatically renew on an annual basis unless terminated pursuant to the provisions of this Lease.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of Organization. By executing this Lease, Keyholder agrees to maintain the security of the Equipment and the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other GE product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service. Failure to comply with the Rules and Regulations relating to the use of the Service may result in fines and/or other disciplinary action including suspension/termination of the Service.

e. Keyholder understands that, in order to make the Service available to Keyholder, Organization and GE entered into a Master Agreement (the "Agreement") that provides the terms under which GE will provide the Service to Organization. **Keyholder understands that, if the Agreement is terminated for any reason during the Term of this Lease, the Service will no longer be available to Keyholder and this Lease will terminate in accordance with Section 10 below. Keyholder agrees that, under the terms of the Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Lease, which may result in an increase of the System Fee (as defined in Section 3(a) below) and/or the termination of this Lease.** Except as the rights and obligations of Keyholder and Organization under this Lease may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Lease. Keyholder understands that failure of Organization to perform its obligations under the Agreement may detrimentally affect Keyholder's use of the Service.

f. In the Agreement, GE has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If GE discontinues any item of Equipment, the Equipment leased hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

2. TITLE AND USE The Service, including all its components, and the Equipment, are and shall at all times remain the property of GE. All additions, attachments, replacement parts and repairs to the Equipment, and any Replacements shall become part of the Equipment and shall, without further act, become the property of GE. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of GE.

3. PAYMENTS

a. **DURING THE TERM OF THIS LEASE, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE LEASE AND USE OF THE EQUIPMENT, PLUS APPLICABLE TAX (THE "SYSTEM FEE"). THE SYSTEM FEE SHALL BE DETERMINED BY THE ORGANIZATION AND SHALL BE DUE ANNUALLY, IN ADVANCE. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS LEASE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 10.**

b. Upon execution of this Lease, Keyholder shall pay prorated fees for the current billing year, annual fee for the next year if annual bills have already been invoiced, an activation fee of \$50.00 and a key deposit of \$50.00 "Deposit".

c. Deposit shall be refunded to the Keyholder upon return of the Equipment provided that no breach of this agreement has occurred. Interest earned by Organization on the Deposit belongs to Organization as partial consideration for its services. Keyholder hereby waives any claim to any interest on the Deposit.

d. Keyholder agrees to pay to Organization a late fee of \$25.00 for any System Fee that is not received by Organization by the date such payment is due. Keyholder also agrees to pay to Organization a fee of \$20.00 for any Keyholder check that is returned unpaid or for insufficient funds.

e. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

4. RISK OF LOSS; RETURN OF DISPLAYKEY

a. No loss, damage or destruction to the Equipment shall relieve KEYHOLDER of any obligation under this Lease, except to the extent any such loss, damage or destruction is directly caused by the negligence of ORGANIZATION. The cost for replacing any Equipment that is lost, damaged or destroyed and the damages to be paid by KEYHOLDER for failing to return the Equipment upon termination of this Lease is set forth below. Replacements may be refurbished Equipment.

DisplayKEY	DisplayKEY Cradle	USB cable
\$150.00	\$99.00	\$10.00

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all of the DisplayKEY with all Software and any components included within the Service that have been leased to Keyholder pursuant to this Lease. The DisplayKEY and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

5. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide, and a third party brings an action against Organization and/or GE relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or GE, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or GE in such proceeding.

b. **That neither Organization nor GE shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and GE with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Lease.

6. DEFAULT

a. Each of the following events shall be an Event of Default by Keyholder under this Lease:

- (i) Keyholder's failure to pay, for any reason, any amount required under this Lease within fifteen (15) days after the date that such payment is due; or
- (ii) The commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Lease if such case or proceeding is dismissed within sixty (60) days after it was commenced.
- (iii) The Keyholder fails to return Equipment within 48 hours of receipt by Keyholder of a request to do so by Organization or within 5 days after any of the following events:
 - (a) Termination of either Broker/Principal Affiliate or Keyholder as an active member in good standing as a REALTOR or an Affiliate member.
 - (b) Termination of Keyholder's affiliation with Broker/Principal Affiliate for any reason.

b. An Event of Default by Organization under this Lease will occur upon the termination for any reason of the Agreement.

7. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Lease or at law or in equity, exercise one or more of the following remedies:

- (i) Terminate this Lease and demand the return of any Equipment to Organization;
- (ii) Terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software;

(iii) Direct GE to deactivate Keyholder's access to the Service or any component of the Service;
 (iv) Bill the Keyholder for any outstanding amounts owed under this Lease, including liquidated damages in the amount of \$150.00 for the DisplayKey and/ \$99.00 for the cradle for the failure to return the Equipment;
 (v) Retain the Deposit as liquidated damages; and/or
 (vi) Take any and all actions necessary to collect all amounts currently due and owing under this Lease, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Lease.

b. Upon the occurrence of an Event of Default by Organization or termination of this Lease, all of Keyholder's obligations under this Lease shall terminate, except that Keyholder shall be required to return the Equipment to Organization and to pay Organization any outstanding amounts owed under this Lease, including any damages for the failure to return the Equipment.

c. If Organization deactivates the Service because of a default by Keyholder under this Lease, but does not otherwise terminate this Lease, Keyholder will be entitled to seek to have the Service reactivated. In order to do so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Lease and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Lease. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct GE to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Lease, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Lease. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Lease shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

8. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Lease shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties, following good-faith diligent efforts, fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in Dallas, Texas; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Lease shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

9. NOTICES All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being noticed at its address set forth in the signature block of this Lease, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

10. TERMINATION

a. Keyholder may terminate this Lease at any time by returning the Equipment to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment as set forth in Section 4 (a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Lease are released and discharged by Organization.

b. Organization may terminate this Lease upon termination of the Agreement for any reason, including without limitation, a default by Organization under the Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 10(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Lease or at the expiration of the Term, Keyholder acknowledges that it is impractical and difficult to assess actual damages to Organization, and therefore agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 4 (a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

11. WARRANTY The Equipment is warranted by GE against defects in workmanship and/or materials, to be fit for its intended purpose and to conform in all material respects to its written specifications for the term of the Lease. GE shall, without charge, repair or replace such defective or nonconforming component for the term of the Lease. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and GE by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

12. GENERAL PROVISIONS

a. This Lease constitutes the entire agreement between Organization and Keyholder relating to the lease of Equipment and use of the Service.

- b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Lease.
- c. This Lease shall be effective and binding when fully executed by both parties. This Lease may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.
- d. This Lease shall be amended only by a written agreement signed by the parties.
- e. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.
- f. All agreements, representations and warranties contained in this Lease shall survive the expiration or other termination of this Lease.
- g. If any provision of this Lease is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Lease.
- h. This Lease shall be governed by the laws of the State of Texas.
- i. This Lease shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

IN WITNESS WHEREOF, the parties have caused this to be duly executed as of the date set forth in the preamble.

KEYHOLDER:	
Member _____	Non-Participating Member _____
Affiliate _____	Unlicensed Assistant _____
By: _____ <small>keyholder signature</small>	
Print Name: _____	
Company Name: _____	
Home Address: _____	
City, State, Zip: _____	
e-mail Address: _____	
Phone Number: _____	

SPONSORING BROKER/PRINCIPAL AFFILIATE: <i>Signature required for non-participating members or Unlicensed assistants.</i>
By signing this application, the undersigned sponsoring or other authorized signatory acknowledges responsibility for all financial obligations incurred by the Keyholder for System fees, so long as the Keyholder is affiliated with my firm.
By: _____ <small>broker/principal signature</small>
Print Name: _____
Company Name: _____
If Unlicensed Assistant, assisting agent information:
Agent ID: _____ Agent Name: _____
Agent Signature: _____

TOTAL AMOUNT DUE AT SIGNING: \$ _____
Paid by: Check # _____ Cash _____ Visa _____ MC _____ Discover _____ AMEX _____
Credit Card # _____ Exp Date: _____ CID: _____
Name on Check or Credit Card: _____
Billing Address for Credit Card: _____
Signature: _____ Date: _____